House Calendar No. 160

69TH CONGRESS, 1st Session } HOUSE OF REPRESENTATIVES { REPORT No. 653

# CONDUCT OF JUDGE GEORGE W. ENGLISH

MARCH 25, 1926.—Referred to the House Calendar and ordered to be printed
MARCH 26, 1926.—Ordered printed with views of the minority

Mr. GRAHAM, from the Committee on the Judiciary, submitted the following

## REPORT

On the report of the special committee of the House of Representatives authorized to inquire into the official conduct of George W. English

The Committee on the Judiciary, having had under consideration the report of the special committee of the House of Representatives authorized to inquire into the official conduct of George W. English, United States district judge for the eastern district of Illinois, made to the House of Representatives on the 19th day of December, A. D. 1925 (H. Doc. 145, 69th Cong., 1st sess.), and having examined and considered the evidence gathered by the special committee, and having considered the briefs and arguments of counsel, make the following statement of facts and law and submit their recommendations:

### FACTS

#### APPOINTMENT OF JUDGE ENGLISH

George W. English stated to the special committee and admitted the fact of his appointment and confirmation in the following language: "My name went to the Senate, or I was nominated to the Senate, on the 23d of April, 1918, and was confirmed on the 3d of May, taking the oath of office on the 9th of May, 1918." (P. 566, Vol. I, hearing on H. J. Res. 347.)

#### DISBARMENT OF WEBB

George W. English, in his official capacity and acting as judge at East St. Louis, State of Illinois, unlawfully suspended and disbarred one Thomas M. Webb, of East St. Louis, a member of the bar of the United States District Court for the said Eastern District of Illinois, of his own motion, without any charges having been preferred and without notice to said Webb and without any opportunity to be heard in his own defense and without due process of law.

#### DISBARMENT OF KARCH

George W. English, at East St. Louis, Ill., while acting as judge of the eastern district of Illinois, unlawfully disbarred one Charles A. Karch, a member of the bar of the United States District Court for

the Eastern District of Illinois, of his own motion, without any charges having been made against said Karch, without any hearing, and without permitting said Karch to be heard in his own defense and without due process of law.

THREATS AND CENSURE OF STATE OFFICIALS

George W. English, at East St. Louis, while acting as judge in the eastern district of Illinois, improperly and unlawfully used the process of the court to summon State sheriffs and State attorneys in the said eastern district of Illinois, and the mayor of the city of Wamec, in said district, to appear before him in the Federal court room in East St. Louis, on the 8th day of August, 1922, as witnesses (according to the process to testify against one Gourley and one Daggett) when there was no such cause pending, and did abusively, improperly, and with the use of profane language in open court and in public before the bar censure and denounce these officials without assigning any specific cause for so doing, or without any specific cause or offense, and refusing these State officials opportunity to be heard in explanation and answer, and without authority of law and having no authority whatsoever so to do, threatened the officials in various and divers ways.

THREATENING JURY IN COURT

At East St. Louis, while acting as judge in the eastern district of Illinois in trial of a case (U. S. *v.* Hall), George W. English used coercive and threatening language in the presence of and to the jury in open court and said that if he told them that a man was guilty and they did not find him guilty, that he would send them to jail.

UNLAWFUL AND OPPRESSIVE TREATMENT OF KARCH

George W. English while at East St. Louis, in the district court over which he was presiding, refused to try a case then pending and on the list for trial because Charles A. Karch was acting as counsel (the said Charles A. Karch having been restored to membership of the bar in said district) and announced that he would not try any case where Charles A. Karch appeared as counsel and attorney, and this, notwithstanding that the disbarment had been removed.

TYRANNOUS ATTACK ON LIBERTY OF THE PRESS

George W. English, district judge for the eastern district of Illinois, summoned members of the staff of the East St. Louis Daily Journal and reporters, and in his court, in a tyrannical exercise of his judicial power, threatened them with imprisonment if they published any of the facts relating to the disbarment of Charles A. Karch, and likewise did improperly summon before him, while sitting as judge in the said district, Joseph Maguire, of the Carbondale Free Press, a newspaper published in the eastern district of Illinois, and violently, unlawfully, and tyrannically using his power as judge, threatened him with imprisonment for printing in his paper an editorial from the Post-Dispatch, and some proper and lawful handbills that had no reference whatever to said court.

PROFANITY AND OTHER MISBEHAVIOR

George W. English, on the 9th day of May, 1918, and on other days and times, between said date and the present in said district court of the eastern district of Illinois, has habitually used profanity, vulgarity, and committed gross improprieties in public and in open court and in chambers and at side bar. The profanity and indecent language is not stated here, but will be found in the report of the subcommittee. (This report will appear in the Congressional Record and be widely disseminated; hence the omission of the profane and vulgar words.)

APPOINTMENT OF THOMAS SOLE REFEREE IN BANKRUPTCY

George W. English was guilty of partiality and judicial misbehavior in that he improperly appointed as sole referee in bankruptcy for the eastern district of Illinois one Charles B. Thomas.

George W. English had full knowledge at the time of said appointment of the great commercial importance of the eastern district of Illinois, consisting of 45 counties, nearly 300 miles long, and that there was a large volume of business in bankruptcy in said district, and that a referee would be obliged to devote all his time and attention to the bankruptcy cases in the district.

In consequence of the appointment of said Charles B. Thomas as sole referee in bankruptcy and the favors in connection therewith extended him by said George W. English, he the said Thomas acquired a very large and lucrative practice. Notwithstanding these facts George W. English, judge as aforesaid, greatly enlarged the powers and jurisdiction of said referee.

CHANGE IN RULES OF COURT

In order to enable said Charles B. Thomas to conduct the business of referee unhampered and with the utmost license the following rule of court was repealed:

No receiver in bankruptcy proceedings, whether voluntary or involuntary, shall hereafter be appointed except on application to the judge of the court, who will make or refuse the appointment or refer such application to the referee in bankruptcy for his consideration and action: *Provided*, That if the judge is absent from the district, sick, and unable to sit, or disqualified by reason of interest, the referee may make such appointment in the first instance. And in every case where the referee deems it necessary for the protection of the estate, he may on his own motion appoint such receiver.

And the following rule substituted therefor:

It is hereby further ordered that the following rule be, and the same is hereby, made and adopted as a rule of this court in bankruptcy, to be effective in all cases from and after this date, namely:

All matters of application for the appointment of a receiver, or the marshal, to take charge of the property of the bankrupt or alleged bankrupt, made after the filing of the petition, and prior to its being dismissed or to the trustee being qualified, shall be and are hereby referred to the referee in bankruptcy for his consideration and action; and the clerk will enter such order of reference as of course in each case; and the referees of this court heretofore or hereafter appointed are hereby authorized and empowered to appoint receivers, or the marshal, upon application of parties in interest, in case the referee shall find same is absolutely necessary for the preservation of the estate, to take charge of the property of the bankrupt; and to exercise all jurisdiction over and in respect to the actions and

proceedings of the receiver or marshal which the court by law may exercise. After adjudication, where the referee deems it necessary for the protection of the estate, he may make such appointment on his own motion.

And it is hereby further ordered that all special rules and general orders heretofore entered or adopted be, and they are hereby, set aside and annulled in so far as they in any way conflict with the provisions of the above rule and general order.

Dated this 7th day of June, A. D. 1919.

GEORGE W. ENGLISH, *Judge.*

And also issued the following additional order:

For the purpose of transacting the business of the court of bankruptcy, it is ordered that the referee [meaning then and there said Charles B. Thomas] be, and he is hereby, authorized and directed to procure and maintain suitable offices for the transaction of said business, and to suitably furnish and equip same for said purpose; that the referee be, and he is hereby, further authorized and directed to employ such clerks, stenographers, and court reporters or any other assistance which he finds and deems necessary for the proper management of said court and offices and the administration of bankrupt estates; to install telephones; to procure and keep on hand needed stationery, and generally to provide all such other and further office equipment proper to transact business of the referee; and it is further ordered that in the event that the charges for referee's expenses authorized by any and all of the rules of this court to be charged against the estates administered before the referee do not amount to a total to pay the expenses which the referee has incurred or for which he may have paid or obligated himself to pay, the referee be, and he is hereby, authorized and directed to make a charge against the bankrupt estates administered before him, in as equitable pro rata share as the nature and circumstances will permit, sufficient in amount to meet the deficit existing by reason of the referee's receipts from expenses or charges authorized by this and other rules being less than the total expenses incurred by the referee.

George W. English, as judge aforesaid, made the appointment and changed the rules of court with the intent and purpose of favoring and preferring said Thomas and to give said Thomas an opportunity completely to control all bankruptcy proceedings and appointments therein and to appoint his friends and members of his family and of the family of said Judge English to receiverships and to use said office as said referee for the improper, personal, and financial benefits of said George W. English and said Thomas and the friends and families of each.

"BANKRUPTCY RING"

George W. English corruptly and improperly connived with Charles B. Thomas, referee in bankruptcy, to set up and establish in East St. Louis, in the eastern district of Illinois, a so-called "bankruptcy ring"; that is to say, the placing in the hands of a group of persons, to the exclusion of others, the administration of bankruptcy proceedings, the appointment of receivers, the deposit of bankrupt funds, the sale and disposition of bankrupt assets, and otherwise by methods and means fully set forth in the articles of impeachment.

CORRUPT USE OF BANKRUPTCY FUNDS

George W. English, in order to receive unlawful and improper gains and profits for himself, his family, and his friends, corruptly and improperly handled and regulated the funds arising from bankruptcy and other cases in his court, and transferred these from one place and from one bank to another in his interest, with the desire to promote the interest of his family or of the said Charles B. Thomas. By im-

properly handling the funds he obtained credits for himself and the appointment of his son, Farris English, to places in banks at a lucrative salary, with the said Farris English receiving in one instance 3 per cent on the deposit of bankruptcy funds. When Farris English would leave one bank and go to another, increased deposits of bankruptcy funds followed him.

FAVORITISM AND PARTIALITY AND UNLAWFUL APPOINTMENT OF RECEIVERS

George W. English, on the 6th day of August, 1920 (in the case of East St. Louis & Suburban Co. et al. *v.* Alton, Granite & St. Louis Traction Co.), refused to appoint the temporary receiver suggested by counsel for the parties interested unless Charles B. Thomas, his reference in bankruptcy, was appointed attorney for the receivers.

On August 11, 1920, he ordered that said Charles B. Thomas receive $200 per month from the receivers, and subsequently, on January 20, 1921, at which time the temporary receivers were made permanent, ordered that there be paid to Charles B. Thomas, counsel for the receivers, the sum of $350 per month and the further sum of $500 per month for his services in assisting the receivers in the management of receivership properties, making a total of $850 per month, which salary he ordered to be retroactive and payable from October 1, 1920. The services of Charles B. Thomas as attorney for the receivers and in assisting in the management of said receivership properties were not required and were not necessary and imposed an unlawful burden upon the receivership properties. Said appointment and orders for the payment of compensation were acts of partiality and favoritism to the said Charles B. Thomas. From October 1, 1920, to January 1, 1925, under said orders, Charles B. Thomas received the sum of $43,350; that said compensation was grossly excessive and was not earned.

On the 10th day of July, 1924, at said East St. Louis, in the case of Handelsman *v.* Chicago Fuel Co., pending before him as judge, said judge improperly and unlawfully appointed Charles B. Thomas as one of the receivers in said case and fixed the salary of said Thomas as receiver at $1,000 per month, and in addition appointed Herman P. Frizzell, United States commissioner for said eastern district of Illinois and chief clerk in the office of said Charles B. Thomas, to be attorney for said receiver and fixed the salary of said Herman P. Frizzell at $200 per month. This was done unlawfully and corruptly to prefer and favor the said Charles B. Thomas and the said Herman P. Frizzell as part of the alleged "bankruptcy ring."

ALLOWED REFEREE TO PRACTICE IN BANKRUPTCY CASES UNLAWFULLY—PARTIALITY AND FAVORITISM TO THOMAS, REFEREE, AND ONE FRIZZELL

That in the matter of Gideon N. Heuffman et al *v.* Hawkins Mortgage Co., in bankruptcy, a case heard by Judge English, the said Charles B. Thomas was on the 15th day of August, 1924, allowed to appear and conduct said case as attorney and counselor at law in behalf of Morton N. Hawkins, regardless of and in violation of the Statutes of the United States, which provide that "no referee in

bankruptcy shall be allowed to practice as an attorney and counselor at law in any bankruptcy proceedings."

And again, on the 27th day of August, 1924, the said Judge English allowed and permitted the referee in bankruptcy, Charles B. Thomas, to appear as attorney and counselor before him in behalf of said Morton Hawkins; that this was done in violation of the said statutes and in order to permit said Charles B. Thomas to receive the sum of $2,500 for his alleged services.

### THE SKYE CASE

One F. J. Skye was convicted before said George W. English for the crime of selling intoxicating liquors, upon whom Judge English imposed a sentence of imprisonment in jail for a period of four months and a fine of $500. At the time of the trial said F. J. Skye was represented by one Charles A. Karch (being the same Karch hereinbefore referred to as a disbarred attorney). After conviction an appeal was taken by said Charles A. Karch to the United States circuit court of appeals, and after the appeal was taken said Skye discharged Charles A. Karch as attorney and retained Charles B. Thomas, to whom he paid the sum of $2,500 as counsel fee in order to get from Judge English a vacation and discharge of jail sentence; that on July 25, 1922, Thomas abandoned the appeal and filed a motion for a stay of sentence of imprisonment. Judge English ordered a stay of sentence until December 31, 1922; on the 7th day of June, 1923, said Judge George W. English, upon a suggestion from the clerk and after the district attorney of the United States declared he knew nothing of the case (he having been recently appointed), and without the presence in court of the said Charles B. Thomas, relieved said F. J. Skye from the sentence of imprisonment, and $2,500 was paid to said Charles B. Thomas.

### FURTHER IMPROPER FAVORITISM TO THOMAS (SOUTHERN GEM COAL CO. CASE, HAMILTION *v.* EGYPTIAN COAL MINING CO., WALLACE *v.* SHEDD COAL CO.)

George W. English, while acting as judge as aforesaid, in the case of Hamilton *v.* Egyptian Coal Mining Co., arbitrarily and without cause removed from office the duly appointed receiver in said case without notice to the parties interested and with intent to show favoritism to Charles B. Thomas, appointed said Charles B. Thomas as receiver.

George W. English, while acting as judge as aforesaid, in the case of Wallace *v.* Shedd Coal Co., arbitrarily and without cause removed the receiver one F. D. Barnard and appointed said Charles B. Thomas in his place.

George W. English, while acting as said judge at a hearing held by him at East St. Louis, in the case of Ritchey et al. *v.* Southern Gem Coal Co., appointed Charles B. Thomas, one of the receivers in that case, and then ordered that said Thomas should receive as his salary the excessive and exorbitant sum of $1,000 per month; this appointment was made with intent to prefer unlawfully the said Charles B. Thomas.

FINANCIAL OBLIGATION OF JUDGE ENGLISH TO THOMAS

George W. English, being a judge in the district court of the United States for the eastern district of Illinois, on the 24th day of October, 1921, at East St. Louis, was paid and received the sum of $1,435 from said Charles B. Thomas, which sum was applied toward the purchase of an automobile by said George W. English.

IGNORING CONFESSED NEGLECT OF DUTIES, REAPPOINTED THOMAS REFEREE

George W. English on the 27th day of June, 1924, while acting as judge in the said district, reappointed the said Charles B. Thomas as referee, when it was known and then and there shown to him by the report of the receivers filed in the case of the Southern Gem Coal Corporation, that the said Charles B. Thomas, one of the receivers in the said case, for the first six months of said receivership had spent his time in Chicago, 290 miles away from his office, looking after the interest of said estate.

UNLAWFUL AND CORRUPT CONDUCT IN HANDLING OF BANKRUPTCY FUNDS

George W. English, said judge of the aforesaid district, designated the First State Bank of Coulterville, in the State of Illinois, and within the said eastern district of Illinois, to be the sole United States depository of bankruptcy funds in the district, which bank was situated a great distance from East St. Louis, the office and place of business of Charles B. Thomas, as referee. This was done to favor one J. E. Carlton, a brother-in-law of said George W. English, a large stockholder and director of said bank, and because it was a bank in which said George W. English was a depositor and director.

George W. English was requested to enter into an agreement with the Drovers National Bank of East St. Louis on October 1, 1922, as follows: to wit, that the said bank would employ one Farris English, son of George W. English, as cashier at a salary of $1,500 per year, and that said bank was to be made a Government depository of bankruptcy funds, and that the funds in said district coming under the control of the referee and from receiverships in said district should thereupon be deposited in said bank; that said Charles B. Thomas and Farris English would become depositors in said bank and purchase shares of stock, and that said George W. English was to purchase 10 shares; said stock was to be purchased at $80 per share. Charles B. Thomas purchased 50 shares and Farris English purchased 10 shares, for which his father paid the cost, and George W. English had 10 shares assigned to him on the books of the bank.

George W. English thereafter designated the Drovers National Bank as a depository of Government funds, and said George W. English, Farris English, and Charles B. Thomas became depositors in said bank and then and there made 17 transfers of bankruptcy funds from the Union Trust Co. to the Drovers National Bank to the amount of $100,000. All of these improper acts were done and performed by said George W. English as judge, and that his influence

and office as judge were used for the unlawful and improper profits and gains to himself and said Charles B. Thomas, referee, and to secure the appointment of Farris English to a position in the bank.

On the 2d day of November, 1921, the said George W. English, as judge in the said eastern district of Illinois, designated the Union Trust Co., of East St. Louis, a Government depository of bankruptcy funds; afterwards, about the 1st of April, 1924, said George W. English, as judge, with the knowledge and consent of Charles B. Thomas, as referee in bankruptcy, entered into an agreement with the Union Trust Co. in consideration that said Union Trust Co. would employ Farris English (the son of Judge English) in the bank at a salary of $200 per month, he, the said George W. English, would become, with Charles B. Thomas, depositors in said bank, and that George W. English and Charles B. Thomas would cause to be removed from the Drovers National Bank of East St. Louis the bankruptcy funds deposited there and deposit the same in the said Union Trust Co., and that the Union Trust Co. would pay said Farris English a salary of $200 per month and a sum equal to 3 per cent on monthly balances on bankruptcy funds in addition to his salary and as a part of this agreement said funds should not be withdrawn and deposited in another Government depository while said English was employed.

Farris English was employed by the Union Trust Co. and remained in its employ for 14 months, during which time he received his salary of $200 per month and $2,700 as interest on bankruptcy funds, and the funds in the Drovers National Bank were withdrawn from it and deposited in the Union Trust Co.

On the 4th day of April, 1924, the said George W. English, acting as judge as aforesaid, designated the Merchants State Bank of Centralia, Ill., to be a Government depository of bankruptcy funds, the said George W. English and Charles B. Thomas being then and there depositors and stockholders in said bank. While the said George W. English was a director and said Charles B. Thomas a depositor, and while both were stockholders in the said bank of Centralia, and while said bank was a depository of Government funds deposited by said George W. English, he, George W. English, borrowed from the said bank, without security and at a rate of interest below the customary rate, the sum of $17,200; and the said Charles B. Thomas borrowed from said bank, without security and at a rate of interest below the customary rate, the sum of $20,000; said sums were excessive loans and were obtained by reason of the control of said George W. English and Charles B. Thomas over court funds in designating what disposition should be made of them and into what depository they should be placed.

On or about the 4th day of April, 1925, in concert with the officers and directors of said bank, said Charles B. Thomas and said George W. English, with said directors of said bank, obtained loans which in the aggregate exceeded the total capital stock and surplus of said bank, without security and at a low rate of interest, which facts were concealed from the public and from the public authorities.

## THE LAW

### CONSTITUTIONAL PROVISIONS RELATING TO JUDICIAL IMPEACHMENTS

The provisions of the Constitution of the United States bearing upon the impeachment of judges are as follows:

> The House of Representatives shall choose their Speaker and other officers and shall have the sole power of impeachment. (Art. I, sec. 2.)
>
> Judgment in cases of impeachment shall not extend further than to removal from office, and disqualification to hold and enjoy any office of honor, trust, or profit under the United States; but the party convicted shall nevertheless be liable and subject to indictment, trial, judgment, and punishment according to law. (Art. I, sec. 3.)
>
> The President * * * shall have power to grant reprieves and pardons for offenses against the United States, except in cases of impeachment. (Art. II, sec. 2.)
>
> The President, Vice President, and all civil officers of the United States shall be removed from office on impeachment for and conviction of treason, bribery, or other high crimes and misdemeanors. (Art. II, sec. 4.)
>
> The judicial power of the United States shall be vested in one Supreme Court and in such inferior courts as the Congress may from time to time ordain and establish. The judges, both of the Supreme and inferior courts, shall hold their offices during good behavior and shall, at stated times, receive for their services a compensation which shall not be diminished during their continuance in office. (Art. III, sec. 1.)

The case of Robert W. Archbald, who was convicted by the Senate and removed from office in 1912 (S. Doc. 1140, 62d Cong., 2d sess.), furnishes the latest case and precedent so far as any case may be a precedent upon the subject of impeachment of judges. Each case of impeachment must necessarily stand upon its own facts. It can not, therefore, become a precedent or be on all fours with every other case.

In the present case we are relieved from the consideration of the debated legal proposition, whether or not a man may be impeached after the term of his office has expired or he has resigned. Other cases indicate that a judge may be impeached if he is still continuing in the same office although under a different commission and election. In the Archbald case it was held that he could not be impeached upon the ground of things done while he was a district judge, his term having ended in that court. In the case of George W. English, however, all of the acts complained of have been performed by him in his judicial capacity and in the exercise of his official functions, and within his term of service.

Although frequently debated, and the negative advocated by some high authorities, it is now, we believe, considered that impeachment is not confined alone to acts which are forbidden by the Constitution or Federal statutes. The better sustained and modern view is that the provision for impeachment in the Constitution applies not only to high crimes and misdeameanors as those words were understood at common law but also acts which are not defined as criminal and made subject to indictment, but also to those which affect the public welfare. Thus an official may be impeached for offenses of a political character and for gross betrayal of public interests. Also, for abuses or betrayal of trusts, for inexcusable negligence of duty, for the tyrannical abuse of power, or, as one writer puts it, for a "breach of official duty by malfeasance or misfeasance, including conduct such as drunkenness when habitual, or in the performance of official duties, gross indecency, profanity,

obscenity, or other language used in the discharge of an official function, which tends to bring the office into disrepute, or for an abuse or reckless exercise of discretionary power as well as the breach of an official duty imposed by statute or common law." No judge may be impeached for a wrong decision.

A Federal judge is entitled to hold office under the Constitution during good behavior, and this provision should be considered along with article 4, section 2, providing that all civil officers of the United States shall be removed from office upon impeachment for and conviction of treason, bribery, or other high crimes and misdemeanors. Good behavior is the essential condition on which the tenure to judicial office rests, and any act committed or omitted by the incumbent in violation of this condition necessarily works a forfeiture of the office.

A civil officer may have behaved in public so as to bring disgrace upon himself and shame upon the country and he would continue to do this until his name became a public stench and yet might not be subject to indictment under any law of the United States, but he certainly could be impeached. Otherwise the public would in this and kindred cases be beyond the protection intended by the Constitution. When the Constitution says a judge shall hold office during good behavior it means that he shall not hold it when his behavior ceases to be good behavior.

The conduct of Judge George W. English has been of such a character that one must regard it as reprehensible and tending to bring shame and reproach upon the administration of justice and destroy the confidence of the public in our courts if it be allowed to go unrebuked.

The Federal judiciary has been marked by the services of men of high character and integrity, men of independence and incorruptibility, men who have not used their office for the promotion of their private interests or those of their friends. No one reading the record in this case can conclude that this man has lived up to the standards of our judiciary, nor is he the personification of integrity, high honor, and uprightness, as the evidence presents the picture of the manner in which he discharged the high duties and exercised the powers of his great office.

## RECOMMENDATION

Your committee reports herewith the accompanying resolution and articles of impeachment against Judge George W. English, and recommends that they be adopted by the House and that they be presented to the Senate with a demand for the conviction and removal from office of said George W. English, United States district judge for the eastern district of Illinois.

## RESOLUTION

*Resolved*, That George W. English, United States district judge for the eastern district of Illinois, be impeached of misdemeanors in office; and that the evidence heretofore taken by the special committee of the House of Representatives under House Joint Resolution 347, sustains five articles of impeachment, which are hereinafter

set out; and that said articles be, and they are hereby, adopted by the House of Representatives, and that the same shall be exhibited to the Senate in the following words and figures, to wit:

ARTICLES OF IMPEACHMENT OF THE HOUSE OF REPRESENTATIVES OF THE UNITED STATES OF AMERICA IN THE NAME OF THEMSELVES AND OF ALL OF THE PEOPLE OF THE UNITED STATES OF AMERICA AGAINST GEORGE W. ENGLISH, WHO WAS APPOINTED, DULY QUALIFIED, AND COMMISSIONED TO SERVE DURING GOOD BEHAVIOR IN OFFICE, AS UNITED STATES DISTRICT JUDGE FOR THE EASTERN DISTRICT OF ILLINOIS, ON MAY 3, 1918

ARTICLE I

That the said George W. English, having been nominated by the President of the United States, confirmed by the Senate of the United States, duly qualified and commissioned, and while acting as the district judge for the eastern district of Illinois, did on divers and various occasions so abuse the powers of his high office that he is hereby charged with tyranny and oppression, whereby he has brought the administration of justice in said district in the court of which he is judge into disrepute and by his tyrannous and oppressive course of conduct is guilty of misbehavior falling under the constitutional provision as ground for impeachment and removal from office.

In that the said George W. English, on the 20th day of May, 1922, at a session of court held before him as judge aforesaid, did willfully, tyrannically, oppressively, and unlawfully suspend and disbar one Thomas M. Webb, of East St. Louis, a member of the bar of the United States District Court for the Eastern District of Illinois, without charges having been preferred against him, without any prior notice to him, and without permitting him, the said Thomas M. Webb, to be heard in his own defense, and without due process of law; and also,

In that the said George W. English, judge as aforesaid, on the 15th day of August, 1922, in a court then and there holden by him, the said George W. English, judge as aforesaid, did willfully, tyranically, oppressively, and unlawfully suspend and disbar one Charles A. Karch, of East St. Louis, a member of the bar of the United States District Court for the Eastern District of Illinois, without charges having been preferred against him, without any prior notice to him, and without permitting him, the said Charles A. Karch, to be heard in his own defense, and without due process of law; and also in that the said George W. English, judge as aforesaid, restored the said Karch to membership of the bar in said district, but willfully, tyrannically, oppressively, and unlawfully deprived the said Charles A. Karch of the right to practice in said court or try any case before him, the said George W. English, while sitting or holding court in said eastern district of Illinois; and also,

In that the said George W. English, judge as aforesaid, on the 1st day of August, 1922, unlawfully and deceitfully issued a summons from the said district court of the United States, and had the same served by the marshal of said district, summoning the State sheriffs and State attorneys then and there in the said eastern

district of Illinois, being duly elected and qualified officials of the sovereign State of Illinois, and the mayor of the city of Wamac, also a duly elected and qualified municipal officer of said State of Illinois, residing in said district, to appear before him in an imaginary case of "the United States against one Gourley and one Daggett," when in truth and fact no such case was then and there pending in said court, and in placing the said State officials and mayor of Wamac in the jury box and when they came into court in answer to said summons then and there in a loud, angry voice, using improper, profane, and indecent language, denounced said officials without any lawful or just cause or reason, and without naming any act of misconduct or offense committed by the said officials and without permitting said officials or any of them to be heard, and without having any lawful authority or control over said officials, and then and there did unlawfully, improperly, oppressively, and tyrannically threaten to remove said State officials from their said offices, and when addressing them used obscene and profane language, and thereupon then and there dismissed said officials from his said court and denied them any explanation or hearing; and also,

In that the said George W. English, judge aforesaid, on the 8th day of May, 1922, in the trial of the case of the United States *v.* Hall, then and there pending before said George W. English, as judge, the said George W. English, judge as aforesaid, from the bench and in open court, did willfully, unlawfully, tyrannically, and oppressively, and intending thereby to coerce the minds of the jurymen in the said court in the performance of their duty as jurors, stated in open court and in the presence of said jurors, parties and counsel in said case, that if he told them (thereby then and there meaning said jurymen) that a man was guilty and they did not find him guilty that he would send them to jail; and also,

In that the said George W. English, judge aforesaid, on the 15th day of August, 1922, willfully, unlawfully, tyrannically, and oppressively did summon Michael L. Munie, of East St. Louis, a member of the editorial staff of the East St. Louis Journal, a newspaper published in said East St. Louis, and Samuel A. O'Neal, a reporter of the St. Louis Post-Dispatch, a newspaper published at St. Louis, in the State of Missouri, and when said Munie and the said O'Neal appeared before him did willfully, unlawfully, tyrannically, and oppressively, and with angry and abusive language attempt to coerce and did threaten them as members of the press from truthfully publishing the facts in relation to the disbarment of Charles A. Karch by said George W. English, judge as aforesaid, and then and there used the power of his office tyrannically, in violation of the freedom of the press guaranteed by the Constitution, to suppress the publication of the facts about the official conduct of said George W. English, judge aforesaid, and did then and there forbid the said Munie and the said O'Neal to publish any facts whatsoever in relation to said disbarment under threats of imprisonment; and also

In that the said George W. English, judge aforesaid, on the 15th day of August, 1922, at East St. Louis, in the State of Illinois, did unlawfully summon before him one Joseph Maguire, being then and there the editor and publisher of the Carbondale Free Press, a newspaper published in Carbondale, in said eastern district of Illinois, and then and there, on the appearance before him of said Joseph

Maguire in open court, did violently threaten said Joseph Maguire with imprisonment for having printed in his said paper a lawful editorial from the columns of the St. Louis Post-Dispatch, a newspaper published at St. Louis, in the State of Missouri, and in a very angry and improper manner did threaten said Maguire with imprisonment for having also printed some lawful handbills—said handbills having no allusion to said judge or to his conduct of the said court—and then and there did threaten this member of the press with imprisonment.

Wherefore the said George W. English was and is guilty of a course of conduct tyrannous and oppressive and is guilty of misbehavior in office as such judge, and was and is guilty of a misdemeanor in office.

## ARTICLE II

That George W. English, judge as aforesaid, was guilty of a course of improper and unlawful conduct as said judge, filled with partiality and favoritism, resulting in the creation of a combination to control and manage in collusion with Charles B. Thomas, referee in bankruptcy, in and for the eastern district of Illinois for their own interests and profit and that of the relatives and friends of said George W. English, judge as aforesaid, and of Charles B. Thomas, referee, the bankruptcy affairs of the eastern district of Illinois.

In that said George W. English, judge as aforesaid, corruptly did appoint and continue to appoint said Charles B. Thomas, of East St. Louis, in said State of Illinois, a member of the bar of the district court of the United States in and for said district, as sole referee in bankruptcy in said district with all of the advantages and preferments of said appointment, notwithstanding he then and there well knew that said eastern district was a great commercial district of 45 counties nearly 300 miles long with a large volume of business in bankruptcy, and that the said volume of business would necessarily take all the time and attention of any appointee as referee in bankruptcy to perform properly the work and duties of said office, and well knew at the time of said appointments that said Charles B. Thomas was practicing in all the courts, both civil and criminal, in said eastern district of Illinois, he, the said Charles B. Thomas, through said appointment as sole referee in bankruptcy and the favors in connection therewith extended to him by said George W. English, judge aforesaid, built up a large and lucrative practice; and that notwithstanding the size of the eastern district of Illinois, the volume of bankruptcy business therein, and the large practice of said Thomas, referee aforesaid, did then and there give said referee in bankruptcy enlarged duties and authority by unlawfully changing and amending the rules of bankruptcy for said eastern district for the sole benefit of said George W. English, judge aforesaid, and the said Charles B. Thomas, sole referee aforesaid, as follows:

It is hereby further ordered that the following rule be, and the same is hereby, made and adopted as a rule of this court in bankruptcy, to be effective in all cases from and after this date, namely:

All matters of application for the appointment of a receiver, or the marshal, to take charge of the property of the bankrupt or alleged bankrupt, made after the filing of the petition, and prior to its being dismissed or to the trustee being qualified, shall be and are hereby referred to the referee in bankruptcy for his

consideration and action; and the clerk will enter such order of reference as of course in each case; and the referees of this court heretofore or hereafter appointed are hereby authorized and empowered to appoint receivers, or the marshal, upon application of parties in interest, in case the referee shall find same is absolutely necessary for the preservation of the estate, to take charge of the property of the bankrupt; and to exercise all jurisdiction over and in respect to the actions and proceedings of the receiver or marshal which the court by law may exercise. After adjudication, where the referee deems it necessary for the protection of the estate, he may make such appointment on his own motion.

And it is hereby further ordered that all special rules and general orders heretofore entered or adopted be, and they are hereby, set aside and annulled in so far as they in any way conflict with the provisions of the above rule and general order.

For the purpose of transacting the business of the court of bankruptcy, it is ordered that the referee [meaning then and there said Charles B. Thomas] be, and he is hereby, authorized and directed to procure and maintain suitable offices for the transaction of said business, and to suitably furnish and equip same for said purpose; that the referee be, and he is hereby, further authorized and directed to employ such clerks, stenographers, and court reporters or any other assistance which he finds and deems necessary for the proper management of said court and offices and the administration of bankrupt estates; to install telephones; to procure and keep on hand needed stationery, and generally to provide all such other and further office equipment proper to transact business of the referee; and

It is further ordered that in the event that the charges for referee's expenses authorized by any and all of the rules of this court to be charged against the estates administered before the referee do not amount to a total to pay the expenses which the referee has incurred or for which he may have paid or obligated himself to pay, the referee be, and he is hereby, authorized and directed to make a charge against the bankrupt estates administered before him, in as equitable pro rata share as the nature and circumstances will permit, sufficient in amount to meet the deficit existing by reason of the referee's receipts from expenses or charges authorized by this and other rules being less than the total expenses incurred by the referee.

Said amendments of the rules of court were then and there made with the intent to favor and prefer said Charles B. Thomas and did thereby give said Charles B. Thomas the power and opportunity to appoint his friends and members of his family and the family of said George W. English, judge aforesaid, to receiverships and to use said office of referee as aforesaid for the improper personal and financial benefit of said George W. English, judge aforesaid, and said Charles B. Thomas, referee aforesaid, and the friends and families of both.

The said Thomas, in pursuance of said unlawful combination and by authority of said rule and order aforesaid, and with the full knowledge and approval of said George W. English, judge aforesaid, did rent and furnish a large and expensive suite of rooms and offices in said East St. Louis near the said judge's chamber, in the Federal building in said East St. Louis, occupied by said George W. English, judge aforesaid, at the expense and cost of the United States and of estates in bankruptcy by virtue of said rule and order;

And the said Charles B. Thomas then and there, with the full knowledge and consent of said George W. English, judge aforesaid, did wrongfully and unlawfully create and organize a large and expensive office force supported by and paid for out of the funds and assets of estates in bankruptcy as aforesaid, and then and there did hire and provide a large number of clerks, stenographers, and secretaries, at the cost and expense of the United States and the funds and assets of the estates in bankruptcy, as aforesaid;

And the said Charles B. Thomas did then and there hire and place in said offices, with the knowledge and approval of the said George

W. English, judge aforesaid, one George W. English, jr., the son of the aforesaid Judge English, at a large compensation, salary, and fees, paid out of the funds and assets of the estates in bankruptcy, in and under the charge and control of said Thomas, referee aforesaid;

And the said Charles B. Thomas, referee aforesaid, did further confer upon said George W. English, jr., appointments as trustee and receiver and appointments as attorney for trustees and receivers in estates in bankruptcy;

And said Referee Charles B. Thomas then and there, with the knowledge, consent, and assistance of the said George W. English, judge aforesaid, did hire and place in the said office and make a part of said organization one M. H. Thomas, son of said Charles B. Thomas; and one D. S. Leadbetter, son-in-law of said Charles B. Thomas; and one C. P. Widman, son-in-law of said Charles B. Thomas;

And the said Charles B. Thomas, referee aforesaid, did then and there wrongfully and unlawfully pay to all of the persons last aforesaid large salaries, fees, and commissions, and did likewise confer upon said persons, appointments as trustees, receivers, and masters in estates in bankruptcy, with the full knowledge, consent, and approval of said George W. English, judge aforesaid;

And said George W. English, judge aforesaid, in order further to carry out and make effective said improper and unlawful organization did appoint one Herman P. Frizzell, United States commissioner in and for said eastern district of Illinois, and said commissioner did occupy free of charge the said offices of Charles B. Thomas, referee aforesaid, and did receive from said Charles B. Thomas, as said referee, large and valuable fees, commissions, salaries, appointments as trustee, receiver, and master in estates in bankruptcy with the knowledge and consent of the said George W. English, judge aforesaid;

And the said George W. English, judge aforesaid, did further allow and permit the said Charles B. Thomas, referee aforesaid, to appear as attorney and counsel before said Commissioner Frizzell in divers and sundry criminal cases; and then and there, further to carry out and make effective the said unlawful and improper combination, the said George W. English, judge aforesaid, with full knowledge of the premises, did improperly and unlawfully consent and approve the appointment by the said referee, Charles B. Thomas, of one Oscar Hooker, of said East St. Louis, as chief clerk in said offices of said referee, and thereby the said Hooker did receive from said Charles B. Thomas, referee aforesaid, large and valuable fees, salaries, appointments as trustee, receiver, and master, and as attorney for trustees and receivers in bankruptcy estates;

And further the said George W. English, judge aforesaid, did improperly allow and permit said Hooker, as the agent of a bonding company, to furnish surety bonds for said George W. English, jr., the son of George W. English, judge aforesaid, and also surety bonds for said Herman P. Frizzell, said United States commissioner, and surety bonds for said M. H. Thomas, son of said Charles B. Thomas, as aforesaid, and surety bonds for D. L. Leadbetter and said C. P. Wideman, sons-in-law of said Charles B. Thomas, in all matters of trusteeships and receiverships to which they were appointed by said Charles B. Thomas, referee aforesaid—the said Oscar Hooker, George

W. English, jr., D. S. Leadbetter, C. P. Wideman, and Herman P. Frizzell being then and there without property or credit;

And, then and there, further to carry out and make effective said unlawful and improper combination, the said George W. English, judge as aforesaid, with full knowledge of the premises, did improperly and unlawfully allow said Charles B. Thomas, referee as aforesaid, to organize and incorporate from his office force and employees a corporation known as the Government Sales Corporation, organized and incorporated November 27, 1922, for the object and purpose of furnishing appraisers in bankruptcy estates and auctioneers in the sale and disposal of assets of estates in bankruptcy, the said Government Sales Corporation being then and there made up and composed, organized, and formed of incorporators and directors from the families and friends of said George W. English, judge aforesaid, and said Charles B. Thomas, referee aforesaid, and from said office force of said Thomas, referee aforesaid;

The said George W. English, judge aforesaid, well knowing the facts and premises, then and there did willfully, improperly, and unlawfully take advantage of his said official position as judge aforesaid, and did aid and assist said Charles B. Thomas, referee aforesaid, in the establishment, maintenance, and operation of said unlawful and improper organization as above set forth, for the purpose of obtaining improper and unlawful personal gains and profits for the said George W. English, judge aforesaid, and his family and friends;

Wherefore, the said George W. English was and is guilty of a course of conduct as aforesaid constituting misbehavior as such judge and was and is guilty of a misdemeanor in office.

## ARTICLE III

That George W. English, judge aforesaid, was guilty of misbehavior in office in that he corruptly extended partiality and favoritism in divers other matters hereinafter set forth to Charles B. Thomas, said sole referee in bankruptcy in the said eastern district of Illinois, and by his conduct and partiality as judge brought the administration of justice into discredit and disrepute, degraded the dignity of the court, and destroyed the confidence of the public in its integrity;

In that in the matter of the case of East St. Louis & Suburban Co. et al. *v.* Alton, Granite & St. Louis Traction Co., pending before George W. English, judge as aforesaid, upon the petition for appointment of receivers for said Alton, Granite & St. Louis Traction Co., the said George W. English, judge as aforesaid, did improperly and unlawfully refuse to appoint the temporary receivers suggested by counsel for the parties in interest in said case unless said Charles B. Thomas, was appointed attorney for the receivers; that by reason of the condition imposed by George W. English, judge aforesaid, the counsel for the parties in interest in said case did agree to the appointment of said Charles B. Thomas as counsel for said temporary receivers at a salary stipulated by said Charles B. Thomas of $200 a month; and thereupon the said George W. English as judge, improperly, corruptly, and unlawfully appointed said Charles B. Thomas as attorney for the temporary receivers and approved of the payment of said salary by an order entered in said case as of August 11, 1920; and that subsequently, to wit, on January 20, 1921, George W English, judge aforesaid, did

issue an order making the temporary receivers permanent and that the said Charles B. Thomas, as attorney and counsel for the receivers, be paid the sum of $350 per month and that the further sum of $500 per month additional be paid to said Charles B. Thomas for his services and responsibilities in assisting the receivers in the control and management of said receivership properties, making a total salary of $850 per month, and that said salary should be retroactive from October 1, 1920; that the services of said Charles B. Thomas, both as attorney for the receivers and for assisting in the management of the receivership properties, were not required or necessary, and thereby an additional burden upon the receivership properties was imposed which said George W. English, judge, aforesaid, well knew; that this salary of $850 per month was continued to be paid to said Charles B. Thomas for a long period of time, to wit, from October 1, 1920, to January 1, 1925, making the total amount received under said order by said Charles B. Thomas $43,350; that the said appointment of said Charles B. Thomas was made by George W. English, judge aforesaid, with the intent wrongfully and unlawfully to prefer and show partiality and favoritism to said Charles B. Thomas, to whom George W. English, judge aforesaid was under obligations, financial and otherwise; and, also,

In that in the case of Handelsman *v.* Chicago Fuel Co. pending before him, George W. English, judge as aforesaid, did improperly and unlawfully appoint said Charles B. Thomas as one of the receivers in said case and then and there did improperly order, direct, and fix the compensation and salary of said Charles B. Thomas as said receiver at the rate of $1,000 per month; and did then and there improperly and unlawfully appoint said Herman P. Frizzell, United States commissioner for said eastern district of Illinois and chief clerk in the office of said Thomas as referee in bankruptcy, to be attorney for the said receiver Charles B. Thomas, and then and there did improperly fix the salary and fees of said Frizzell as said attorney at the rate of $200 per month; that all said acts of said English as judge aforesaid were done with the unlawful and improper intent unlawfully to favor and prefer said Thomas and benefit the said organization.

In that on the 15th day of August, 1924, at a session of court then holden by George W. English, judge as aforesaid, in the matter of Gideon N. Heuffman et al. *v.* Hawkins Mortgage Co., in bankruptcy, did improperly and unlawfully allow and permit said Charles B. Thomas, referee as aforesaid, to appear and conduct said case as attorney and counsellor at law in behalf of Morton S. Hawkins, one of the bankrupts in said case, in violation of the statute of the United States that forbids a referee to practice as an attorney or counsellor at law in any bankruptcy proceedings, and afterwards, to wit, on the 27th day of August, 1924, George W. English, judge as aforesaid, did again improperly and unlawfully allow and permit said Charles B. Thomas, referee as aforesaid, to appear before him and practice as an attorney in behalf of said bankrupt, Morton S. Hawkins; that said unlawful acts were willfully permitted in order to favor said Charles B. Thomas in obtaining from said Morton S. Hawkins, a fee for his services of $2,500, which was then and there paid to said Charles B. Thomas by said Morton S. Hawkins, all with the full

knowledge and consent of George W. English, judge as aforesaid; and, also,

In that on the 18th day of May, 1922, after conviction by a jury of one F. J. Skye, in a case before George W. English, judge as aforesaid, involving the crime of selling and possessing intoxicating liquors, the said George W. English, as judge, did impose a sentence upon said F. J. Skye of imprisonment in jail for four months and the payment of a fine of $500; that on the trial the said F. J. Skye was represented by one Charles A. Karch; that after such conviction and sentence said Charles A. Karch took an appeal to the United States Circuit Court of Appeals for the Seventh Circuit in behalf of his client and filed an appeal bond in due course; that subsequently to the appeal said F. J. Skye discharged said Charles A. Karch as attorney and retained Charles B. Thomas, referee aforesaid; that on July 5, 1922, said F. J. Skye, by his attorney, said Charles B. Thomas, abandoned his appeal to the circuit court of appeals and filed a motion for a stay of the sentence of imprisonment, which motion, after hearing, George W. English, judge as aforesaid, did allow and did stay the sentence of imprisonment until December 31, 1922; and on June 7, 1923, George W. English, judge as aforesaid, did order said jail sentence vacated and said stay of execution and commitment to jail of said F. J. Skye made permanent, relieving said F. J. Skye from imprisonment and only obligating him to pay a fine of $500; that said F. J. Skye paid to said Charles B. Thomas $2,500 as a fee in said case, that said vacation of the jail sentence and the permanent stay of execution and commitment was granted by George W. English, judge as aforesaid, without the presence of said Charles B. Thomas in court and without any investigation of the affidavits filed in support thereof, and was done willfully, improperly, unlawfully, and with intent to prefer and show favoritism to said Thomas, to whom said George W. English, judge as aforesaid, was under obligations, financial and otherwise; and, also,

In that in the case of Hamilton *v.* Egyptian Coal Mining Co., George W. English, judge as aforesaid, did arbitrarily and unlawfully and without notice remove from office the duly appointed receiver in said case, and with intent improperly to prefer and favor Charles B. Thomas, aforesaid, did then and there appoint the said Charles B. Thomas in place of the removed receiver; that this removal of the receiver was made on July 11, 1924, with the intent to prefer unlawfully the said Charles B. Thomas, to whom the said George W. English, judge aforesaid, was under great obligations, financial and otherwise; and, also,

In that on or about March, 1924, at a hearing before George W. English, judge aforesaid, in the case of Wallace *v.* Shedd Coal Co., George W. English, judge aforesaid, did appoint Charles B. Thomas as an attorney for the receiver (one F. D. Barnard), when in truth and in fact no attorney for said receiver was needed, and afterwards, to wit, on or about August, 1924, said George W. English, judge as aforesaid, did arbitrarily and improperly remove from office said F. B. Barnard as such receiver and then and there did improperly appoint as receiver in place of said Barnard said Charles B. Thomas; that the removal of said receiver and the appointment of said Charles B. Thomas was made with the intent to corruptly prefer said Charles

B. Thomas, to whom said George W. English was under great obligations, financial and otherwise; and, also,

In that on or about the 27th day of June, 1924, at a hearing held b him, George W. English, judge as aforesaid, in the case of Ritchey et al. *v.* Southern Gem Coal Corporation, George W. English, judge as aforesaid, did then and there improperly appoint Charles B. Thomas, aforesaid, one of the receivers in said case and then and there unlawfully did order and decree that said Charles B. Thomas, as said receiver, should have as his salary the excessive and exorbitant sum of $1,000 per month; that said act of George W. English, judge aforesaid, in the appointment of said Charles B. Thomas as receiver aforesaid and in the fixing of said exorbitant salary was all done by George W. English, judge as aforesaid, with intent to prefer unlawfully said Charles B. Thomas, to whom said George W. English was under great obligations, financial and otherwise; and, also,

In that on or about the 24th day of October, 1921, at East St. Louis, in the State of Illinois, George W. English, judge as aforesaid, wrongfully, improperly, and unlawfully did accept and receive from said Charles B. Thomas, sole receiver in bankruptcy aforesaid, the sum of $1,435 which was applied toward the purchase price of an automobile that had been purchased by George W. English, judge as aforesaid; that said sum of money was improperly and unlawfully accepted and received by the said George W. English from the said Charles B. Thomas as a return or in recognition of the favoritism and partiality extended by George W. English, judge as aforesaid, to Charles B. Thomas, aforesaid; and, also,

In that George W. English, judge as aforesaid, at a term of court held by said judge for the eastern district of Illinois in the case of the Southern Gem Coal Corporation in receivership, did receive and approve the report of Charles B. Thomas, as one of the receivers in said case, for the first six months of said receivership; that in said report to George W. English, judge as aforesaid, said Charles B. Thomas stated that he had during those six months spent all of his time in Chicago looking after the interest of said Southern Gem Coal Corporation in receivership; and then and there George W. English, judge as aforesaid, did receive and approve said report; that with full knowledge that said referee, Charles B. Thomas, was neglecting his duties as referee in bankruptcy in his office at East St. Louis in spending six months of his time 290 miles away from his office at East St. Louis, George W. English, judge as aforesaid, did then and there, despite this knowledge and these facts, approve said negligence on the part of said Charles B. Thomas and said neglect of duty without criticism or rebuke by then and there reappointing him for another term.

Wherefore the said George W. English was and is guilty of misbehavior as such judge and was and is guilty of a misdemeanor in office.

## ARTICLE IV

That George W. English, while serving as judge as aforesaid, in the District Court of the United States for the Eastern District of Illinois, did in conjunction with Charles B. Thomas, sole referee in bankruptcy aforesaid, corruptly and improperly handle and control the deposit of bankruptcy and other funds under his control in said

court, by depositing, transferring, and using said funds for the pecuniary benefit of himself and said Charles B. Thomas, sole referee in bankruptcy, thus prostituting his official power and influence for the purpose of securing benefits to himself and to his family and to the said Charles B. Thomas and his family;

In that George W. English, judge as aforesaid, on or about December, 1918, did designate the First State Bank of Coulterville, in the State of Illinois, to be the sole United States depository of bankruptcy funds within said district; that said bank was situated a great distance from East St. Louis, the office and place of business of Charles B. Thomas, said referee in bankruptcy; and that then and there one J. E. Carlton, a brother-in-law of George W. English, judge aforesaid, was a large stockholder and director and cashier of said bank; and that George W. English, judge as aforesaid, was a depositor, stockholder, and director in said bank; that said improper act of George W. English, judge as aforesaid, in designating said bank, tended to scandalize the court in the administration of its bankruptcy business; and also,

In that on or about July, 1919, George W. English, judge as aforesaid, at a hearing then had before him, in the case of Sanders *v.* Southern Traction Co., in which certain assets had been sold for the sum of $400,000, did willfully and unlawfully order and decree that of said sum of $400,000 the sum of, to wit, $100,000 should be deposited in the Merchants State Bank of Centralia, Ill., a United States depository of bankruptcy funds, said deposit to draw no interest; that said deposit was made in said bank as ordered and that George W. English, judge as aforesaid, was then and there a depositor, stockholder, and director in said bank; that said order and deposit of funds was made for the benefit of himself, George W. English, judge as aforesaid, and for his personal gain and profit and for the benefit of his family and friends, to the great scandal of the said office of judge aforesaid, and all tending to bring the administration of justice in said court into distrust and contempt; and also

In that George W. English, judge as aforesaid, on or about October 1, 1922, and Charles B. Thomas, sole referee in bankruptcy aforesaid, did make and enter into the following improper and unlawful agreement with the officers of the Drovers National Bank of East St. Louis, to wit, that in consideration that said bank would employ one Farris English, son of said George W. English, as cashier in said bank at a salary of $1,500 per year, that George W. English, judge as aforesaid, and Charles B. Thomas, referee aforesaid, would make and designate said bank as a Government depository of bankruptcy funds without interest thereon, and that funds from estates in bankruptcy and receiverships should thereafter largely be sent to and deposited in said bank, and that George W. English, judge as aforesaid, and Charles B. Thomas, sole referee as aforesaid, and said Farris English would become depositors in said bank and then and there would purchase shares of stock therein as follows:

George W. English, judge as aforesaid, 10 shares; said Farris English, 10 shares; and said Charles B. Thomas, 50 shares, at $80 per share; that in pursuance of said agreement said Farris English was hired as cashier at said salary of $1,500 per year and entered upon this employment; that George W. English, judge as aforesaid, in pursuance of said agreement, did designate said bank to be a Govern-

ment depository of bankruptcy funds, and said George W. English and said Farris English and said Charles B. Thomas, in pursuance of said agreement, did become depositors in said bank, and the said George W. English, judge as aforesaid, the said Charles B. Thomas, referee as aforesaid, did make 17 transfers of bankruptcy funds from the Union Trust Co. of East St. Louis and cause the same to be deposited in said Drovers National Bank without interest to the aggregate amount of $100,000, and then and there George W. English, judge as aforesaid, did receive and pay for his said 10 shares of stock and also for the stock of his son, said Farris English; that the said improper acts were done and performed by George W. English, judge as aforesaid, with the wrongful and unlawful intent to use the influence of his said office as judge for the personal gain and profit of himself, said George W. English, and for the unlawful and improper and personal gain of the family and friends of the said George W. English; and, also,

In that George W. English, judge as aforesaid, on or about the 1st day of April, 1924, with the knowledge and consent of Charles B. Thomas, referee in bankruptcy aforesaid, did make and enter into the following improper and unlawful agreement with said Union Trust Co., a Government depository of bankruptcy funds, to wit, that if said Union Trust Co. would then and there employ one Farris English, the son of George W. English, judge aforesaid, at a salary of $200 per month, he, said George W. English, judge aforesaid, with said Charles B. Thomas, would become depositors in said Union Trust Co., and that he, the said George W. English, and said Charles B. Thomas would cause to be removed from the Drovers National Bank of East St. Louis the bankruptcy funds deposited there and would deposit the same in said Union Trust Co. and that said Union Trust Co. should pay to said Farris English, in addition to his said salary of $200 per month, interest on said bankruptcy funds from time to time on deposit in said Union Trust Co. at the rate of 3 per cent on monthly balances, and for this consideration George W. English, judge as aforesaid, further did agree with said Union Trust Co. that while said agreement continued said funds should not be withdrawn and deposited in any other Government depository, and thereupon said Farris English was employed by said Union Trust Co. under said agreement and remained in the services of said company for 14 months and drew out of said company during this said period, in addition to his salary of $200 per month, the sum of $2,700 as interest on bankruptcy funds; that the bankruptcy funds were with drawn from said Drovers National Bank and deposited in the said Union Trust Co. under said agreement; that George W. English, judge as aforesaid, and Charles B. Thomas, referee in bankruptcy aforesaid, did then and there become depositors in said Union Trust Co., the said George W. English did then and there use his influence as judge for the unlawful and improper personal gain and profit to himself, family, and friends; and, also,

In that, George W. English, judge as aforesaid, did improperly designate the Merchants State Bank of Centralia, Ill., to be a Government depository of bankruptcy funds, in which bank he, the said George W. English, and he, the said Charles B. Thomas, were then and there depositors and stockholders, and George W. English was then and there a director; and, also,

In that George W. English, judge as aforesaid, on divers days and times prior to the 7th day of April, 1925, and while George W. English, judge as aforesaid, and Charles B. Thomas, referee in bankruptcy aforesaid, were each depositors and stockholders and George W. English, a director of said Merchants State Bank of Centralia, Ill., and while said bank was a Government depository of bankruptcy funds, did borrow from said bank without security, at a rate of interest below the customary rate, sums of money from time to time amounting in the aggregate to $17,200, and that during said time prior to the 7th day of April, 1925, Charles B. Thomas, said referee in bankruptcy did borrow from said bank without security and at a rate of interest below the customary rate, sums of money to the total of $20,000; that said sums were loaned and said loans were renewed from time to time, and carried by said bank to the said George W. English and said Charles B. Thomas, by reason of the use of the official influence of George W. English, judge as aforesaid, and Charles B. Thomas, sole referee in bankruptcy aforesaid, and by reason of said bank having been made and continued as a United States depository for bankruptcy and other funds without interest; that said George W. English, judge as aforesaid, and Charles B. Thomas, sole referee in bankruptcy aforesaid, acting in concert with officers and directors of said Merchants State Bank of Centralia, Ill., did borrow with said directors sums of money in the total equal to all of the surplus, assets, and capital of said bank and at a low rate of interest and without security.

Wherefore the said George W. English was and is guilty of a course of conduct constituting misbehavior as such judge and that said George W. English was and is guilty of a misdemeanor in office.

ARTICLE V

That George W. English, on the 3d day of May, 1918, was duly appointed United States district judge for the eastern district of Illinois, and has held such office to the present day.

That during the time in which said George W. English has acted as such United States district judge, he, the said George W. English, at divers times and places, has repeatedly, in his judicial capacity, treated members of the bar, in a manner coarse, indecent, arbitrary, and tyrannical, and has so conducted himself in court and from the bench as to oppress and hinder members of the bar in the faithful discharge of their sworn duties to their clients, and to deprive such clients of their right to appear and be protected in their liberty and property by counsel, and in the above and other ways has conducted himself in a manner unbecoming the high position which he holds and thereby did bring the administration of justice in his said court into contempt and disgrace, to the great scandal and reproach of the said court.

That said George W. English, as judge aforesaid, during his said term of office, at divers times and places, while acting as such judge, did disregard the authority of the laws, and, wickedly meaning and intending so to do, did refuse to allow parties lawfully in said court the benefit of trial by jury, contrary to his said trust and duty as judge of said district court, against the laws of the United States,

and in violation of the solemn oath which he had taken to administer equal and impartial justice.

That the said George W. English, as judge aforesaid, during his said term of office, at divers times and places, when acting as such judge, did so conduct himself in his said court, in making decisions and orders in actions pending in his said court and before him as said judge, as to excite fear and distrust and to inspire a widespread belief, in and beyond said eastern district of Illinois that causes were not decided in said court according to their merits but were decided with partiality and with prejudice and favoritism to certain individuals, particularly to one Charles B. Thomas, referee in bankruptcy for said eastern district.

That the said George W. English, as judge aforesaid, during his said term of office, at divers times and places, while acting as said judge, did improperly and unlawfully, with intent to favor and prefer Charles B. Thomas, his referee in bankruptcy for said eastern district, and to make for said Thomas large and improper gains and profits, continually and habitually prefer said Thomas in his appointments, rulings, and decrees.

That said George W. English, as judge aforesaid, during his said term of office, at divers times and places while acting as said judge, from the bench and in open court, did interfere with and usurp the authority and power and privileges of the sovereign State of Illinois, and usurp the rights and powers of said State over its State officials, and set at naught the constitutional rights of said sovereign State of Illinois, to the great prejudice and scandal of the cause of justice and of his said court and the rights of the people to have and receive due process of law.

That said George W. English, as judge aforesaid, during his said term of office, at divers times and places, did, while acting as said judge, unlawfully and improperly attempt to secure the approval, cooperation, and assistance of his associate upon the bench in said eastern district of Illinois, Judge Walter C. Lindley, by suggesting to said Walter C. Lindley, judge as aforesaid, that he appoint George W. English, jr., son of said George W. English, judge as aforesaid, to receiverships and other appointments in the said district court for said eastern district of Illinois, in consideration that said George W. English, judge as aforesaid, would appoint to like positions in his said court a cousin of said Judge Walter C. Lindley, and thereby unlawfully and improperly avoid the law in such case made and provided; all to the disgrace and prejudice of the administration of justice in the court of George W. English, judge as aforesaid.

That said George W. English, as judge aforesaid, during his said term of office, at divers times and places, did, while serving as said judge, seek from a large railroad corporation, to wit, the Missouri Pacific Railroad Co., which had large trackage, in said eastern district of Illinois, the appointment of his son, George W. English, jr., as attorney for said railroad.

All to the scandal and disrepute of said court and the administration of justice therein.

Wherefore, the said George W. English was and is guilty of misbehavior as such judge and of a misdemeanor in office.

# MINORITY VIEWS

We regret our inability to agree with the majority of the committee in regard to the facts and law arising upon the evidence taken by the special investigating committee appointed under House resolution.

Having dissented from the majority view, we feel it our duty to outline to our colleagues some reasons for not joining in the majority report. The evidence in the case is voluminous, covering nearly 1,000 printed pages, and necessarily all the Members of the House will not have the time or opportunity to study this evidence and judge of its probative character and force.

In the majority report the committee undertakes to set out as the basis of the articles of impeachment, which are proposed, certain matter entitled "Facts," and in this expression of the minority we will undertake to follow the arrangement of the report of the majority upon each of these separate statements of fact.

It is, of course, admitted that Judge English was appointed United States judge and took the oath of office on May 9, 1918, and has since that time served as judge of the United States District Court for the Eastern District of Illinois.

## DISBARMENT OF WEBB

The evidence shows that Thomas M. Webb was a practicing attorney of good standing in the court of Judge English. He himself states in his testimony that there had never been any unpleasantness between them and that Judge English had always treated him fairly. Upon the occasion in question Judge English had tried a noted criminal known as "Dressed Up Johnnie" Gardner. Gardner was acquitted because of the failure of evidence sufficient to convict. He was not discharged, but the marshal was ordered to hold the prisoner because of certain telegrams from State officials having charges against Gardner. The marshal, by mistake turned over the prisoner to one of the local State officers, and he was held in the State or city jail. About a day later Judge English called for the prisoner to discharge him, as no one had appeared to demand him. It developed that Mr. Webb, as attorney for Gardner, had taken out habeas corpus proceedings before a city judge of East St. Louis, who had discharged the prisoner. Some time later Judge English, evidently believing that Webb had concealed from the State court the fact that Gardner was a Federal prisoner in the habeas corpus proceedings, called Mr. Webb before him, and in a statement which appears in the record, requested that Webb make a statement as to his conduct in connection with the release of this prisoner, and until he did so that he was suspended as a practicing attorney. Later this statement was filed and in about a month or six weeks Mr. Webb was reinstated. No animus or corrupt purposes is even indicated in the evidence.

DISBARMENT OF CHARLES A. KARCH

The evidence as to the disbarment of this attorney, which occurred at about the same time as the Webb suspension, is voluminous. It grew out of an unfortunate difficulty between Judge English and Karch. Attention is called to the evidence of Assistant District Attorney Wolcott. It is well established by the evidence that Karch greatly disliked English; that he had frequently spoken disrespectfully of him and had referred to him in vile epithets (which will not be repeated here as this report will be printed); that he had stated that certain persons had threatened to assassinate English and that he, Karch, had kept them from doing so, and that he had made a mistake in preventing them, and that if other members of the bar had as much nerve as he had that English would not remain on the bench. This statement, in all its harshness, had been communicated to Judge English. Judge Bandy, a well-known lawyer, had also told Judge English of remarks of the same general character that Karch had made in regard to English; and Cooper Stout, former deputy marshal, had also talked with Karch about these matters and that Karch had at first denied making these statements but subsequently admitted-making them. There is clear proof of this feeling of Karch toward English in the statements which he had made, and of which Judge English had been advised.

On the day on which Karch was disbarred, he appeared before Judge English to defend certain persons for contempt, charged with violating an injunction issued by Judge English in a shopmen's strike. At this time and other previous times Karch had requested jury trials. At the time in question there was no jury present and the next jury term would be at the Danville term, a month later. Judge English told Karch that if he desired a jury trial to make a motion therefor on behalf of his clients and his case would be continued until the Danville term in September. Notwithstanding, Karch continued to make arguments for a jury trial after the judge had told him his views about it. After he had heard Karch, Karch sat down in the court room, and Judge English took up other matters. He sat down in a menacing and contemptuous mood, and thereupon Judge English asked him if he had further business in the court. He said that he had not, and Judge English asked him to retire. He demurred to this, saying that he had a right to stay in the court room, and it led to a colloquy between him and Judge English, which led to his disbarment. Later Judge English appointed a committee of three lawyers to make a report to him on Karch's application for reinstatement. This was made, and appears in the printed record on page 179, in which Karch admitted his misconduct. About a year later Karch was restored to practice. While this was an unfortunate occurrence, evidence is lacking that Judge English proceeded therein with any wicked purpose or bad motive, and that the incident is totally insufficient to maintain a charge of impeachment under the Constitution.

The attention of the House is called to the fact that it was claimed that Judge English refused to allow jury trials in these contempt proceedings, and this was made the subject of attack in an editorial in the Post-Dispatch, a great newspaper of St. Louis, in an editorial

entitled "Judge English un-American." They attacked him for not permitting jury trials.

Judge English had on several occasions, expressly told Mr. Karch that he did not think under the law that defendants in these cases cited for contempt of court for violating the court's injunction against picketing, etc., were entitled to jury trial, but in each instance he told Karch to file his motion and it would be passed on at the Danville term.

It is further of interest to note that the Circuit Court of Appeals of the Seventh Circuit, presided over by Judge Alschuler, in a case pending before that court, had held under the Clayton Act, defendants in cases of this kind were not entitled to jury trial. It is true that this case was recently overruled by the Supreme Court, but this fact is referred to for the purpose of showing the views of the appellate court upon this question at the time of Karch's disbarment.

As a matter of fact, the evidence shows, however, that Judge English did not deny jury trials, but in fact allowed jury trials in each instance where it was demanded or requested. In regard to the disbarment of Karch and the suspension of Webb, attention at this point may be called to the impeachment case against Judge James H. Peck, of Missouri, Hinds' Precedents, volume 3, page 772. Judge Peck was impeached by the House of Representatives and tried by the Senate in 1826 for oppression and tyranny growing out of the conviction for contempt and imprisonment of an attorney at law. Judge Peck had tried a case and rendered an opinion, which had been criticized by the public. In defense of this opinion Judge Peck published an article in a St. Louis newspaper. The case at the time was on appeal to the appellate court. When this article by Judge Peck was published the attorney in the case published a reply, most deferential in every respect. Judge Peck cited him before him for contempt for the publication of this article, confined him in jail for 24 hours, and disbarred him for 18 months.

No corrupt motive being shown, the Senate acquitted Judge Peck, evidently upon the ground that no corrupt motive was shown. Certainly the Peck case was subject to far more unfavorable inferences against Judge Peck than the two incidents mentioned against Judge English.

### THREATS AND CENSURE OF STATE OFFICIALS

We respectfully dissent from the statement of facts contained in the majority report on this matter. The evidence does not sustain the charge that the court unlawfully used the process of the court to summon state sheriffs and state attorneys before him in the Federal court. This incident occurred in August, 1922, also. At that time there was much unrest growing out of the strike. The massacre at Herrin, Ill., had just occurred and this was about 50 or 60 miles away from East St. Louis. Judge English had issued certain injunctions relating to picketing, etc., in and around the railroad shops at Centralia, which was near the city of Wamac. In fact Wamac was situated partly in three counties, Washington, Marion and Clinton, and it got its name from the first letter of each of these counties. A deputy sheriff had reported to the judge that

there were grave disorders there; that there was shooting in and out of the barracks by the strikers and strike breakers. One man had just been killed the night before. It was a time of tenseness. Excitement and apprehension were in the minds of everyone. A repetition of the Herrin massacre was threatened. A fair conclusion of all the evidence is that Judge English told the marshal to ask the state's attorneys and the sheriffs for the three counties mentioned to come to his court or offices for a conference with him in regard to maintaining order. They came, but the records show no summons issued. If subpœnas had been issued they would have been a matter of record and readily produced. They are not found in the record of the evidence. On the morning in question there was no jury present and no trial of cases going on. English signed some orders, the court recessed, and he retired to his chambers. He came out on being advised that attorneys and sheriffs were present, and went on the bench and asked the state attorneys and sheriffs to come around to the jury box when he did proceed to lecture them. He charged them with no offense, but did urge them in vehement language to help him maintain order, and stated that if they were not willing to do this that he could send sufficient forces there to enforce his injunction. Some of these men stated that he used profane and obscene language. One of them states that he did not hear such language except the word "damn." Other witnesses who were present state that he did not use any vulgar or profane language. We submit that any fair reading of the fact and interpreter tion of this incident does not justify the facts alleged in the proposed articles of impeachment, but that on the contrary the facts establish beyond a doubt that in a time of great excitement and stress English was undertaking to maintain law and order. He may have done it brusquely, probably vehemently, and probably in a way that was distasteful, but we submit that he did no unlawful act and that his conduct on this occasion is entirely susceptible of the best and most honest motives, if not commendation.

### THREATENING JURY IN COURT

We most respectfully submit that this is an incident attempted to be used in this case that is not worthy of consideration. One Wayne Ely appeared in the trial of the case of United States *v.* Hall. When the jury was being selected he persisted in asking each member of the jury the question as to whether, if Judge English should charge the jury in the case, expressing his view of the evidence, such juror if he disagreed with the judge's view of the evidence, would acquit the defendant. The witness testified that Judge English thereupon used the language set out in the majority report. Judge English states that he does not recall the instance and that the assistant district attorney did not recall it. Judge English states that he never expressed an opinion upon the evidence in any case and in the particular case the defendant was acquitted. We submit that this was not a high crime and misdemeanor under the Constitution, even if the statement of this witness should be taken as entirely true.

UNLAWFUL AND OPPRESSIVE TREATMENT OF KARCH

This statement is but a phase of the Karch disbarment. Thomas W. Webb, the same attorney above referred to, and Karch appeared in a case against one Keller for trial in the Danville court. Webb testified that Judge English continued the case and that at chambers told him that he continued it because Karch was an attorney in it; that he did this because of the recent trouble he had with him he feared he might not be just to Karch's clients. Judge Walter C. Lindley had at that time been appointed as an additional judge for the same district, and Judge English said that he preferred that Judge Lindley should try the case.

We utterly fail to see how any corrupt conduct amounting to a high crime or misdemeanor under the Constitution can be attached to this incident.

TYRANNOUS ATTACK ON LIBERTY OF THE PRESS

This is a high-sounding title with nothing to support it. Karch had filed an application in the nature of a mandamus with the circuit court to secure reinstatement as an attorney.

This application was passed upon in the ordinary course of business, but before final determination Judge English, upon his own motion, reinstated Karch. A statement filed by a committee of lawyers of this court is a part of the record. While mild in its statements, there is sufficient matter to show that in the opinion of these disinterested attorneys, Karch was worthy of blame. The fact is that he was reinstated and that, although the procedure in the matter of his disbarment may be said to have been irregular, yet no corrupt or improper motive on the part of Judge English is shown, and this is admitted by a majority of this committee not to support an article of impeachment.

PROFANITY AND OTHER MISBEHAVIOR

In answer to this alleged "finding of fact," it is stated with all confidence that the evidence fails to support it. The witnesses upon whose testimony this conclusion is drawn declared that Judge English used violent, profane, and obscene words, but they irreconcilably differ among themselves as to the phraseology of Judge English. As opposed to this is the evidence of an attorney above reproach, sitting in court at the time, who heard all that was said and who testifies that he heard no obscene language.

APPOINTMENT OF THOMAS SOLE REFEREE IN BANKRUPTCY

The facts are that Mr. Thomas was the sole referee in Judge English's district; also that this district consisted of 45 counties, nearly 300 miles long, and that there was a large volume of bankruptcy business in said district. The imputation is that because Judge English appointed only one referee there should be therefrom an inference of malconduct, but the testimony discloses that there had never been but one referee in bankruptcy in this district and that, although a new judge was authorized for this district in the

year 1922 and in pursuance of this act of Congress an additional judge was appointed with concurrent jurisdiction in all matters.

There has not been since the appointment and confirmation of this judge an additional referee in bankruptcy.

There has never been even a suggestion that more than one referee was necessary. The fact that Judge English appointed only one referee in bankruptcy in his district is not an impeachable offense.

### CHANGE IN RULES OF COURT

Upon being inducted into office, Judge English found upon the records an order intended to control the activities of referees in bankruptcy, and shortly after his assumption of office he wrote a new rule, dated the 7th of June, 1919. A comparison of these two rules, concerning which much is attempted to be made by the majority report, discloses that there is no difference whatever in the real purport and order of the ministration of the rule. It may reasonably be said that they are the same rule, couched in different phraseology, but each the same in their purport and effect. Both of said rules being set out in the majority report and in such juxtaposition that they may be easily compared; further comment is unnecessary, but in connection with the rule made by Judge English on the date aforesaid, it is charged that this rule was made for the purpose of preferring Mr. Thomas, his referee in bankruptcy, and giving him an opportunity to control the bankruptcy deposits and thereby secure benefits to himself and to his family by reason of the operation and application of this rule. This inference is wholly unwarranted from the testimony and we emphatically declare that any such inference is without foundation.

### BANKRUPTCY RING

Under the general heading "Bankruptcy ring," Judge English is charged with various acts which are classed as misdemeanors in the majority report, which said acts are the official acts of Charles B. Thomas, referee in bankruptcy. There is a substantial volume of testimony which relates to and illustrates the various official activities of Mr. Thomas as referee. It is charged that Mr. Thomas established a bankruptcy ring and that under the operation of the alleged ring he and members of his family received unlawful and improper gains in money arising from the bankruptcy court. It is further charged that Judge English corruptly and improperly handled and regulated the bankruptcy funds of his district and so manipulated their deposit and disposition that he and members of his family received substantial financial benefit from the handling of these funds.

In complete answer to this alleged "finding of fact," it is sufficient to say that all of the testimony in this case shows that Judge English established five depositories in his district, where, before he became Federal judge there was but one depository; that the bankruptcy funds were equitably distributed among these banks, depositories; that at no time did any one given depository hold an unusual excess of bankruptcy funds; that in every instance the amount of bankruptcy funds on hand were proportional to the bond required and filed for the protection of such funds and consistent in every instance with the natural amount of funds arising from the administration of bank-

ruptcy estates in the vicinity of the several depositories. In fact, that Coulterville, where Judge English is charged with having designated a bank as depository in which his brother-in-law was cashier, the evidence shows that this bank at all times had the smallest amount of any bank in the district—the deposits running from $7,000 to $13,000.

FAVORITISM, PARTIALITY, AND UNLAWFUL APPOINTMENT OF RECEIVERS

Under this heading various allegations are made, the purport of which is that C. B. Thomas, in that Judge English appointed him to receiverships, is not only not supported by the evidence but is refuted by the evidence. Judge English was appointed judge in 1918. For the following two years of his judgeship Judge Thomas was not appointed to any receivership. In 1920 certain parties, representing the matter of the appointment of receivers in the case of the East St. Louis & Suburban Co. *v.* Alton, Granite City & St. Louis Traction Co., came before Judge English. This property involved a number of suburban lines of railroads, difficult of operation and involving a large amount of assets. The parties in interest suggested the appointment of two receivers who had been agreed upon. Both of these receivers lived outside of the State of Illinois. Judge English agreed to the appointment of the receivers but later suggested that Mr. Thomas should be named as attorney for these receivers because of the fact that he had confidence in Mr. Thomas, that Mr. Thomas lived in the district and could keep him advised of the receivership. This was agreed upon by the parties in interest, and Thomas was appointed at a salary of $200 per month.

This was the temporary receivership. A few months later the matter came up for the appointment of permanent receivers. These receivers appeared in court and filed a petition setting out the valuable service that Mr. Thomas had rendered them, and petitioned the court to appoint Thomas as attorney at a monthly salary which they named as adequate compensation. This petition is set out in full in the record; Judge English merely acted upon this petition; and Judge Thomas continued as attorney upon the request of the receivers themselves made in open court. He continued to occupy this position from that time until 1925, and this constitutes one of the charges for impeachment.

It will be noted that Mr. Thomas was merely attorney for the receivers and it is difficult to see where Judge English did anything in this instance that was of an impeachable nature.

The next act of favoritism charged is the appointment of Judge Thomas as receiver in the Southern Gem Coal Co. case. This appointment, it will be noted, was not made until January, 1924, so that a period of four years intervened between his first appointment as attorney in the Alton Granite City, etc., case and his appointment as receiver in the Southern Gem Coal Co. case, the evidence as to this point being undisputed.

The Southern Gem Coal Co. was a large concern with headquarters in Chicago. It had a very large overhead expense amounting to about $100,000 a year. The parties in interest asked for the appointment of two receivers in this instance, to which Judge English was ready to agree, when attorneys for miners who had been employed

by the coal company intervened and opposed the appointment of one of the men suggested as receiver upon the ground that he was responsible for the condition of the property. The attorneys for the miners argued the matter in open court and stated that their clients desired the appointment of Judge C. B. Thomas as one of the receivers. The coal company at that time owed to the miners substantially $300,000 of wages. The property was appraised at an amount in excess of $3,200,000. Acting upon the request made by the attorneys for the miners and made openly in court and for reasons stated in writing in the application, Judge English, upon this request, appointed Judge Thomas. Judge Thomas immediately took charge of the property as coreceiver, went to Chicago, got rid of a large number of clerks or executives of the company, who had been receiving salaries of $10,000, $15,000, and $25,000 a year, and reduced the exorbitant overhead charges from $100,000 a year to less than $25,000 a year. No person connected with this receivership has ever complained of any maladministration of this property, neither receiver, attorneys for receivers, attorneys for creditors, stockholders, claimants, bondholders, or any person having an interest in the property. The only complaint is in this report, that he was given for a short while what was recommended to him as adequate compensation for his services.

The next appointment of Judge Thomas was also made in 1924 on the 10th day of July, in the case of Handleson *v.* Chicago Fuel Co. The facts set out in the majority report state that Judge English improperly and unlawfully appointed Charles B. Thomas as one of the receivers in this case. As a matter of fact, undisputed, as shown in the evidence, this appointment was made not by Judge English but by Judge Walter C. Lindley, who had been appointed as additional judge for this same district in which Judge English presided. Judge Lindley himself testified that the parties in this case came before him and asked that Judge Thomas be appointed and that he did appoint him upon their recommendation and urgent request. They stated that they did it because of some interrelation of the Chicago Fuel Co. with the Gem Coal Co. and they thought Judge Thomas was the best fitted man to handle the situation with his coreceiver.

The only other receiverships were in the cases of the Egyptian Coal Co. and the Shedd Coal Co. These companies so far as the evidence shows were concerns without assets and probably connected with the other coal companies, and the evidence shows that no fees or emoluments whatever were paid to Judge Thomas on account of such receiverships.

These appointments to receiverships were in 1924, running from January to July or August. The facts in each instance fail to show anything that even indicated an impeachable offense on the part of Judge English. In each important receivership Thomas was appointed at the specific request of the parties in litigation. Evidently Thomas managed them with discretion and ability, as no parties in interest complained in this record. But if a further and more complete answer were desired it also appears in the undisputed evidence in this case.

On August 19, 1924, the entire records of the office of the referee in bankruptcy were examined by an examiner from the Department of Justice, which, in fact and in law, has jurisdiction over these

matters. This report was presented to the Attorney General of the United States in accordance with the law. In this report the examiner referred to the fact that Thomas, the referee, had been appointed to certain receiverships. He did not complain of it as unlawful but as probably interfering with the time which was to be given to bankruptcy estates. Upon this report the Assistant Attorney General directed a letter to Judge English, dated November 19, 1924, calling his attention to a number of matters contained in this report, including the matter of receiverships. Immediately Judge English transmitted a copy of the report with the letter of the Assistant Attorney General to Thomas, calling his attention to this criticism of the department. In the record appears the official reply of Thomas to this letter, in which he thoroughly answers each criticism, and upon the subject of receiverships stated that before he accepted these receiverships he had consulted with a number of attorneys who had advised him that no reason existed why a referee should not act as receiver in appointments made in equity cases pending in Federal courts, but that he had always had the deepest respect for Judge English and his court, and for all Federal courts, and if it was thought or even suspected that a referee should not be appointed receiver in equity cases arising in the court, he would gladly and immediately resign his office. His resignation followed in January, 1925.

This evidence is clear and undisputed, that upon the first official information that any matters were subject to criticism against Thomas, both in handling the office of referee and in these appointments to receiverships, Judge English immediately and promptly brought it to the attention of Thomas with the results above stated. This report containing all the facts is fully set out in the record.

Under the power of positive proof, an impeachment upon the grounds of these receiverships can not be justly sustained.

### UNLAWFUL AND CORRUPT CONDUCT IN HANDLING OF BANKRUPTCY FUNDS

George W. English assumed the duties of judge of the eastern district of Illinois May 9, 1918. It was the custom in this district, prior to his appointment, to have one referee in bankruptcy and one depositary for bankruptcy funds. The custom of one referee for the district was continued by Judge English in the appointment of Charles B. Thomas, East St. Louis, Ill. Thomas is a lawyer of ability, integrity, and highly respected by the bar and people generally. Prior to his appointment as referee in bankruptcy he had served, by election, as judge of a State court for eight years; two terms. Five banks were designated as depositaries for bankruptcy funds, namely: Merchants State Bank, of Centralia, Ill.; First National Bank, of Coulterville, Ill.; Union Trust Co., of East St. Louis, Ill.; Drovers National Bank, East St. Louis, Ill.; and National Bank of Carmi, Ill. The funds in these depositaries were protected by good and sufficient personal and surety bonds.

Judge English was a stockholder in the Centralia Bank before coming to Washington to accept employment as attorney in the income tax department, Washington, D. C. On his coming to Washington, he disposed of 12 shares of stock which he owned in said bank. After his appointment as Federal judge and on his return

to Illinois, he purchased on February 3, 1919, 12 shares of stock in this bank, of the par value of $1,200. The total capital stock of the bank at the time of this purchase was $100,000. Later he disposed of this stock. For a short time Judge English owned 21 shares, of a total of 250 shares, of the First National Bank of Coulterville, Ill. This stock was disposed of in January, 1925. Judge English carried a personal account in the Union Trust Co. of East St. Louis, Ill. (R. p. 255–262.) His balances rarely exceeded $1,000, and were usually not above $400.

Under the law, Federal district judges are authorized to appoint and remove referees in bankruptcy, to pass upon questions of appeal from the referee to the court, approve final reports, and grant discharges to bankrupts on proper application and showing. The administration of the bankruptcy law is under the jurisdiction of the Department of Justice. The Department of Justice maintains a corps of special examiners who examine and audit the accounts of referees in the several Federal districts of the United States and report thereon to the United States Attorney General. The records of the office of Referee Thomas were examined from time to time and these examinations show that the office was properly and efficiently managed, that all funds received were carefully handled and properly distributed, that the bankrupt estates under the jurisdiction of Referee Thomas were handled at a cost below that which prevails in most of the districts in the country. There is no evidence in the record showing collusion between the referee in bankruptcy, Thomas, Judge English, and the depositary banks. The banks designated as depositaries have the confidence of the communities where they are located and are rated as financially sound. They are operated by the leading citizens of their respective communities.

Many bankrupt asset and nonasset estates were administered by Charles B. Thomas during the time he was referee in the eastern district of Illinois, and, so far as is disclosed by the record, no complaint was ever made to George W. English with respect to the administration and settlement of these estates. The record does show affirmatively that proper distribution was made of all funds received by Referee Thomas. The depositaries paid no interest on bankrupt funds. No interest is charged on bankrupt funds in any district in the country. The fact that it is an ever changing fund and estates are being liquidated makes it impracticable for interest to be charged. On November 19, 1924, on order of Hon. Rush L. Holland, Assistant Attorney General, an exhaustive and thorough audit and analysis of the books and records in Referee Thomas's office was made by Plato Mountjoy, an examiner for the Department of Justice. (R. pp. 682–710.) This examiner's report is full and complete, and is to the effect that the bankrupt estates have been honestly, prudently, and competently administered by Referee Thomas. On this he gives the following statement:

CONDUCT AND DISPATCH OF BUSINESS

All work is done that can be done as soon as the papers come in to him. Meetings are held promptly. Adjudications are made and notices sent out at once. Sometimes county trustees delay the work for a while. He has efficient clerks who send out notices promptly. Trustees' accounts are checked up through

Mr. Oscar Hooker, the chief clerk, who is a practical accountant. Dividends are declared promptly and final meetings are always held in all cases and upon proper notice. (R. p. 684.)

He concludes his report with this statement:

Judge Thomas is universally allowed to be a man of ability and since he has been referee he has not practiced as attorney and counselor at law in bankruptcy proceedings. He has not purchased directly, or indirectly, any property of an estate in bankruptcy, nor was he guilty of any other acts of impropriety or any violation of law in connection with the discharge of his official duties; nor, as far as I know, is there any evidence of collusion among referee, trustees, and attorneys. He has published two pamphlets for attorneys and tustees in bankruptcy, and those pamphlets seem to have real merit. (R. p. 688.)

Referee C. B. Thomas resigned in the early part of 1925. His successor is Hon. J. G. Burnside, former United States district attorney for eastern district of Illinois, admitted by all to be a man of ability and integrity. Some time in 1922 Hon. Walter C. Lindley was appointed associate judge of the United States District Court for the Eastern District of Illinois. Judge Lindley has equal control with Judge English in the management of bankruptcy matters. Judge Lindley is conceded to be an upright, capable judge, a man against whom nothing can be urged. No doubt Judge Lindley had full knowledge touching the bankruptcy situation in this district and the fact that no change was made after he became judge or during the years since he has been judge is persuasive proof that there was no mismanagement of bankrutcy affairs in the district and no misconduct on the part of Referee Thomas.

In connection with the general charge of the corrupt use of bankruptcy funds there is alleged a specification that Judge English and Judge Thomas borrowed from Merchants State Bank of Centralia, Ill., a sum of money in total equal to the surplus, assets, and capital of said bank at a low rate of interest and without security.

In reply to this allegation it is declared, first, that any amount under any terms borrowed by Thomas without the knowledge or solicitation of Judge English constitutes no matter for which he should be called upon to answer; second, the evidence specifically shows that Judge English borrowed from time to time the sum of $17,200 from this bank. The evidence further shows that the officers and stockholders of this bank had been life-long personal friends and neighbors of Judge English with whom he was accustomed to do business and who were competent to form a correct judgment as to the moral and financial risk involved in any loan made to Judge English. The principal item in the grand total of $17,200 is the sum of $12,000, which sum was borrowed for the specific purpose of buying a home in East St. Louis; that this money was to be so invested was well known to the officers of the bank and one of them inspected the house and lot which Judge English was proposing to buy and reported favorably upon it as an investment. Judge English offered to give a mortgage on the property but this was declared unnecessary by the bank. However, Judge English's wife signed the note for the loan and a policy on the life of Judge English in the sum of $10,000 was taken out by him as additional protection for the repayment of the loan. Furthermore, upon this loan Judge English paid monthly interest at the rate of 5 per cent, thus we see that instead of this money being loaned without security it was fully and completely secured. First, in the honor and integrity of Judge English; second,

in the property itself; and, third, in the $10,000 life insurance policy. The fact that Judge English, when needing a substantial sum of money, was, by reason of his reputable conduct, able to borrow the same from those who knew him best and longest should not be held against him and made a basis for a charge of misconduct as a judge of the Federal court.

### ALLEGED IMPROPER SOLICITATION OF JUDGE LINDLEY

In the fifth article of impeachment, Judge English is charged with having made improper overtures to Judge Walter C. Lindley to appoint his son, George W. English, jr., to receiverships, etc., upon the implied promise of Judge English to appoint a cousin of Judge Lindley to like positions.

A proper consideration of the testimony bearing upon this specification wholly dispels and refutes any such conclusion. The facts are fully set forth without dispute in a letter from Judge English to Judge Lindley, which is printed in the record; the letter speaks for itself and is susceptible of but one reasonable construction and that is this: That in a conversation with parties who requested the appointment of George W. English, jr., as receiver in a case in which they were interested parties, Judge English made the remark that he could not appoint his own son to such position, but that Judge Lindley might have the authority to do it. It is evident that later upon reflection Judge English realized that he was probably in error in this statement with respect to the power of Judge Lindley in the premises, and thereupon addressed the letter aforesaid in which it is clearly shown that Judge English desired merely to call the attention of Judge Lindley to the remark of Judge English, and to state that upon reflection he did not think that Judge Lindley had such authority. This is all that happened, nobody was appointed, no damage is alleged, no complaint was made, and no corrupt or improper motive is shown.

The charge is made that bankruptcy funds were improperly manipulated so that Judge English and friends, especially his son, Farris English, profited thereby. This charge is made in connection with the fact that the Union Trust Co., an East St. Louis bank, that had been designated a depository by Judge English in 1918, paid to Farris English, a son of Judge English, from April, 1924, to December of that year about $2,700 as interest on bankruptcy funds.

Whatever may be said in regard to this matter, the fact remains that not only did Judge English not know of this until after the employment of Farris English terminated, but the fact was carefully concealed from him during the time it was being paid. Farris English, the son, was 25 or 26 years of age and had a wife and family. He had worked some in the Riggs National Bank in Washington, D. C., had taken a special course in the University of Illinois to prepare himself for the career of a banker and had been cashier of the Drovers Trust Co., an East St. Louis bank, until he had a misunderstanding with some of the officials.

Being out of employment it was but natural that his father would be interested in securing a position for him. The matter was suggested by Mr. Ackerman, not an official of the Union Trust Co.,

but a solicitor of new accounts and afterwards employed in the bond department on a commission basis. Ackerman was an old friend of Judge English and later the matter was talked over and Judge English specifically stated that if Farris went into the bank he wanted him considered on his own merits.

Farris was hired by the bank officials at a salary of $150 per month. After about three months his salary was raised to $200 per month. Farris was dissatisfied, thinking he was not progressing rapidly enough, and wanting more money, was considering a change. The bank officials, to induce him to stay, arranged to pay him 3 per cent on the monthly balances on bankruptcy funds in addition to his regular salary. This arrangement was concealed from Judge English, as shown by the undisputed evidence. Neither was it shown by the evidence that there was a shifting of funds from one bank to the other by the order, or with the knowledge, consent, or approval of Judge English. A district judge has nothing to do with designating that funds go into any particular depository. He simply designates the depository and the referee alone has the right to direct the trustees to place the money in a particular depository. If there was a shifting of funds from one depository to another, certainly Judge English, who did not direct or countenance it and who was absolutely ignorant of its being done, should not be held to answer an impeachment charge.

So far as Judge English is concerned, it did not constitute corruption or improper conduct on his part, however indefensible the practice may be as to those who indulged in it.

### ALLOWING MR. THOMAS TO PRACTICE IN BANKRUPTCY CASES

Mr. Thomas was referee in bankruptcy and the Federal statutes declare that no referee in bankruptcy should be allowed to practice as an attorney and counsel at law in any bankruptcy proceedings. The facts with reference to this case are as follows:

There was pending in the Federal court a petition in bankruptcy entitled, Heuffman et al. *v.* Hawkins Mortgage Co. It was an involuntary petition that the Hawkins Mortgage Co. should be adjudged a bankrupt. Wholly ancilliary to this proceeding, a petition was filed in the Federal court sitting at Indianapolis, Ind., praying for an order to prevent waste or disposition of assets by the defendant. As a matter of law, it is at best a close question whether this proceeding to prevent waste was a bankruptcy proceeding. If it was not, this averment of judicial misconduct on the part of Judge English necessarily fails, but at any rate the court proceedings were wholly outside Judge English's district in another State. Judge English was especially appointed by Judge Alschuler, of Chicago, to sit and hear and determine the motion. Upon this petition heard in Indianapolis, Judge English presided. Judge Thomas appeared as attorney for one of the parties in interest. The cause was heard, an interlocutory decree was entered, and because Judge Thomas was at this time a referee in bankruptcy in another State Judge English is charged with having permitted Mr. Thomas to practice in bankruptcy courts in violation of the law.

### THE SKYE CASE

Judge English is further charged with having vacated a sentence of imprisonment imposed upon one F. J. Skye, and merely for the reason, as disclosed by the evidence, that Thomas was Skye's attorney and received a fee of $2,500, an inference of corruption is drawn against Judge English. As disclosed by the testimony, the facts are as follows: Upon the trial of Skye, a fine of $500 was imposed by Judge English and a sentence of four months' jail imprisonment. Upon two former, separate occasions application was made to Judge English for the remission of the jail sentence, but because of insufficiency of proof the application was denied.

Upon the incident occasion upon the testimony of two reputable physicians, who made affidavit that Skye was suffering from pericarditis and that a jail sentence would endanger his life. The assistant district attorney brought the matter up, read the affidavits to Judge English and in view of the fact that the fine of $500 had been paid, Judge English remitted the jail sentence. There is not one word of testimony that in any way Judge English received any benefit, financial or otherwise, by reason of his order in this case, and the inference that he acted corruptly is wholly without foundation.

### FINANCIAL OBLIGATIONS OF JUDGE ENGLISH TO THOMAS

Judge English is charged with having received from Charles B. Thomas the sum of $1,435, which sum was applied toward the purchase of an automobile by Judge English. The facts is this case, as disclosed by the evidence are that one of the sons of Judge English traded in an old automobile for a new one, promising to pay $1,435 difference. This amount was advanced by Mr. Thomas. It was afterwards repaid to Mr. Thomas by Judge English in full.

### IN CONCLUSION

We wish to refer to the proposed article five of the impeachment charges. This purports to be an omnibus charge and includes all of the charges formerly preferred. The attempt is made by pleading to establish "a course of conduct" as the majority term it, showing tyranny and oppression and habitual official misbehavior.

This charge is wholly unsupported by the testimony. The evidence of the clerk of the district court, testifying from the records of the court, shows that during his service as judge in the eastern district of Illinois Judge English disposed of more than 3,000 criminal cases and about 3,500 civil cases. He was beyond question a busy judge. In addition he was called upon to hold court in other jurisdictions during this period, which occupied months of his time. We find from this record that in all of this enormous volume of litigation Judge English had controversies with but two lawyers, Thomas M. Webb and Charles A. Karch, and we submit that the conduct of these two attorneys was open to criticism and was of such a nature as to be subject of inquiry from the bench. Instead of establishing a course of tyrannical conduct, we submit that a fair mind can draw from this evidence only the conclusion that English was apt in the discharge of business and had

fewer difficulties with lawyers than the average judge, State or Federal. In this record no lawyer other than the two mentioned and one, Ely, a nonresident of the district, have complained of his conduct; and yet we are asked, in face of this substantive proof establishing a remarkable record of efficiency, to draw the conclusion that Judge English was tyrannical, oppressive, and corrupt.

As to bankruptcy matters it is evident from a consideration of the many duties that Judge English had to perform it was a physical and mental impossibility for him to superintend each bankruptcy case, nor did the law charge him with any such duty. But even in bankruptcy cases, cases handled by Mr. Thomas, amounting to some four or five hundred annually for a period of seven years, there is not the slightest evidence of any wrongful administration of a single estate, no person in interest in any of these hundreds of cases has complained in this record; and the affirmative evidence of the two examiners Zimmerman and Mountjoy which are set out in this record, completely exonerate Judge Thomas from any charge of wrongful conduct in connection with the administration of these estates.

Certainly if there had been any wrongful handling of these estates by any supposed bankruptcy ring, or otherwise, Judge Walter C. Lindley, who was appointed judge for this district in 1922, with authority concurrent with Judge English, would have interposed and would have been appealed to for relief.

Neither do we find any evidence on this record of any attorney or litigant outside his district, either in New York or elsewhere where Judge English held court, complaining of his conduct as a judge.

We will not discuss the law applicable to this case at any length, because upon the facts the impeachment can not be sustained and for the further reason that the law applicable to impeachment is well known and well settled and accessible in the third volume of Hind's Precedents.

We do, however, wish the House to consider the well-established principle that every defendant has thrown around him the presumption of innocence until his guilt is established beyond a reasonable doubt. And further, that if from a given state of facts there may be drawn two inferences, the one favorable and the other unfavorable, it is the duty of him who sits in judgment to adopt that inference favorable to the accused.

ANDREW J. HICKEY.
W. B. BOWLING.
ZEBULON WEAVER.

# MINORITY VIEWS OF MR. RICHARD YATES

To my great regret I find myself unable to agree with my colleagues who constitute the majority of the Committee on the Judiciary in the case of George W. English, judge of the United States Court for the Eastern District of Illinois. It is sought to impeach this officer of high crimes and misdemeanors. It is well settled, as all must concede, that an official can not be impeached on general principles, or simply because it is charged he is unfit, or because of the accumulation of acts of misconduct, which do not themselves, individually and separately, constitute high crimes or misdemeanors. I have studied this record thoroughly, have read and reread every word of the testimony and of the briefs, and have listened attentively to the arguments of counsel and the opinions presented by the members of the committee. Upon the whole record I can not satisfy myself that this judge has been proven guilty of such acts as would justify the House of Representatives, in preparing articles of impeachment and in appointing managers upon the part of the House, to prosecute those articles before and in the Senate. Believing profoundly, as I do, that this extraordinary proceeding should be invoked only in cases of extreme gravity, and that it is a proceeding of such supreme solemnity that it ought not to be begun without proof, before this House, sufficient to command the attention and concurrence of the Senate. I propose to vote "No," and so can not vote for the majority committee report.

I say this without intending to cast any reflection upon the distinguished and industrious and conscientious subcommittee, and without any admiration for the mistakes of the judge.

RICHARD YATES.

MARCH 25, 1926.